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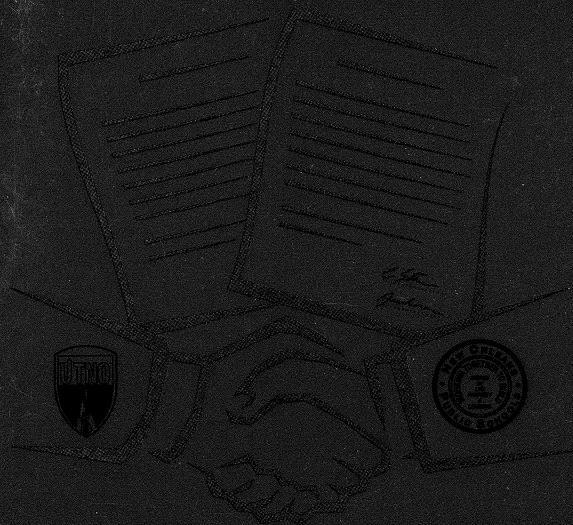
840023

1000 workers

United Teachers of New Orleans

# UTNO OPSB

Orleans Parish School Board



**Paraeducator Bargaining Agreement**

**July 1, 2003 - June 30, 2006**



**AGREEMENT**

**between**

**ORLEANS PARISH SCHOOL BOARD**

**and**

**UNITED TEACHERS OF NEW ORLEANS**

**PARAEDUCATORS**

**July 1, 2003**

**through**

**June 30, 2006**

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## ARTICLES OF AGREEMENT

This AGREEMENT is made and entered into on July 1, **2003** by and between ORLEANS PARISH SCHOOL BOARD, hereinafter referred to as the "BOARD," and the UNITED TEACHERS OF NEW ORLEANS, hereinafter referred to as the "UNION."

### ARTICLE 1 RECOGNITION

#### 1:1 REPRESENTATION UNIT

For the purpose of negotiations of wages, hours and working conditions, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for all regular full-time classroom aides, reading tutors, math tutors, special education teacher aides, pre-kindergarten tutors, kindergarten aides, interpreters for the hearing impaired, deaf aides, bilingual aides, UTNO Health & Welfare Fund, associate teachers and all paraeducators employed by the BOARD assigned to non-public schools only to the extent of salaries, direct economic benefits and such working conditions as are controlled by the BOARD.

This AGREEMENT shall apply to all of the above named personnel who work eighteen (18) or more hours per week. All other current positions of the Orleans Parish Public Schools are excluded.

#### 1:2 DEFINITION

For the purpose of this AGREEMENT, the term "paraeducator" or "employee" shall mean any member of the negotiating unit as defined in 1:1.

1:3 If during the life of this AGREEMENT the BOARD should create a position similar to those employment classifications included in the Bargaining

Unit described in 1:1, such positions shall be included in the Bargaining Unit.

- 1:3.1 In the event there is a position title change for any job classification in the Bargaining Unit change said positions shall remain part of the Bargaining Unit during the terms of this AGREEMENT.

## **ARTICLE 2 UNION MAJORITY RIGHTS**

### **2:1 UTNO BUILDING REPRESENTATIVES**

- 2:1.1 The UTNO Building Representative is recognized as the official representative of the UNION at each work location.

### **2:1.2 IN-SERVICE TRAINING**

The BOARD and the UNION agree upon the needs of members of the Bargaining Unit to understand the provisions of the contract. To facilitate this understanding, each UNION Building Representative or alternate shall be permitted to attend one (1) day of UNION in-service training each semester without loss of pay or deduction from sick/emergency or personal leave, during school hours. Written requests seeking permission to attend such UNION in-service training shall be presented to the Employee Relations Office by the UNION at least ten (10) work days in advance of such training date. The UNION shall endeavor to hold this in-service on any Friday following the thirtieth (30th) school day

- 2:1.3 The UNION Building Representative in a secondary school shall not be assigned a homeroom, or homeroom duty. The UNION Building Representative in an elementary school shall not be assigned lunch duty or such duties as defined in 19:1.3.

- 2:1.4 UTNO Building Representatives who hold Federally funded positions shall not perform UNION activities during instructional or instructional planning time.

### **2:1.5 SUPERINTENDENT'S BULLETIN**

- 2:1.6 The **Superintendent's** Bulletin and all position announcements in the Bulletin shall be available in the faculty lounge. The BOARD shall make the **Superintendent's** Bulletin available to members of the unit assigned to non-public schools. Information concerning all position announcements in the Bulletin shall be available in the Human Resources Dept. and on the NOPS Web Site.

### **2:2 COPIES OF THE AGREEMENT**

- 2:2.1 Not later than two (2) days after ratification of the AGREEMENT by the BOARD and the UNION, the UNION shall provide the BOARD with a typed and proofed copy of the AGREEMENT. The BOARD and the UNION shall equally share the cost of printing the AGREEMENT. Sufficient copies of the AGREEMENT will be printed for the Bargaining Unit and the total Administrative Staff. The UNION shall distribute the printed AGREEMENT to all bargaining unit members and the BOARD shall distribute copies to members of the unit hired after the initial distribution. The BOARD shall maintain a printed copy of the AGREEMENT at each school and administrative office.

### **2:3 PARAEDUCATOR MAILBOXES**

- 2:3.1 Each member of the representation unit shall have an individual mailbox or mail slot at his/her assigned school(s) or assigned work location(s) not later than thirty (30) days after the start of the school year.

2:3.2 Such mailboxes or mail slots shall be suitably marked with the individual's name.

2:3.3 Mail addressed to paraeducators shall be placed in the appropriate boxes or slots within twenty-four (24) hours of delivery to the school.

2:4 The UNION shall be permitted to post official UNION notices and memoranda on a bulletin BOARD provided by the BOARD. Where the UNION represents two or more Bargaining Units occupying the same work location, a common bulletin BOARD may be shared.

As a matter of courtesy, a copy of all material distributed shall be given to the Building Administrator and the Employee Relations Office no later than the time it is distributed.

2:5 **SCHOOL VISITATIONS BY UTNO REPRESENTATIVES**

2:5.1 Representatives of UTNO shall have the right to schedule meetings at schools prior to the start of the school day, after the close of the school day or during the duty-free lunch periods of members of the unit.

2:5.2 Request for space in which to hold such meetings shall be made by a designated UNION representative to the principal twenty-four (24) or more hours prior to the scheduled time except if the UNION representative, in writing, declares that because of an emergency he/she is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere with the administration of the school and no previous general faculty meeting requiring attendance by paraeducator employees has been scheduled by the school or Central Administration, approval shall not be withheld.

2:5.3 If a representative of the UNION desires to visit a school for the purpose of conferring with a paraeducator(s) during the normal hours of school operation, such representative shall first report to the administrative office and sign the Visitors Register. Such conference may take place in the faculty lounge but shall not interrupt a paraeducator's assignment.

2:6 **EXCLUSIVITY**

2:6.1 Except as changed by 2:7, the UNION shall be the only collective bargaining paraeducator organization to have the following exclusive rights during the term of this AGREEMENT:

- (a) Utilize the intra-school bulk mail deliveries.
- (b) Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.
- (c) Post official notices and memoranda on the school bulletin boards.
- (d) Receive a copy of the School BOARD's Meeting agenda prior to public dissemination.
- (e) Request leaves for the purpose of serving a collective bargaining organization.
- (f) Represent paraeducators during grievances.
- (g) Make presentations at the new orientation for paraeducators.

2:7 In the event of decertification proceedings or if another organization establishes the right under BOARD policy, State or Federal Law to challenge the representation status of the UNION, paragraphs 2:6.1a through 2:6.1g are null and void for the thirty (30) day period prior to the date of such election.

2:8 **AGENDA, MINUTES OF BOARD MEETING**

2:8.1 A copy of the agenda shall be made available to the UNION on the work day prior to any public BOARD meeting.

2:8.2 The UNION shall have the right to speak at any public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.

2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.

2:9 **PARAEDUCATOR LISTS**

2:9.1 On the last work day of each month the BOARD shall provide the UNION with a Bargaining Unit membership report on **CD-ROM, E-mail**, computer tape or 3 1/2 diskette, at the UNION's discretion, and two (2) computer printouts (one alphabetical, one by work location) of members of the unit. The report shall contain the following information for each member of the Bargaining Unit: name, address, home telephone number, last date of hire, job classification, grade and/or subjects currently teaching, areas of certification, social security number, and work location as well as identifying members of the unit for whom UNION dues are deducted and those members who participate in the school district's group hospitalization programs. The report shall also indicate the members of the Bargaining Unit who are on approved leave.

2:9.2 Upon request, the BOARD shall provide the UNION not more than two (2) times during the school year, a list of members of the Bargaining Unit by seniority within areas of certification. After the 30th school day of each year, upon request, the BOARD shall provide the UNION not

more than two (2) times per year with a listing of all members of the unit assigned as a school nurse, practical nursing instructor, librarian, speech, language and hearing specialist, school social worker, instrumental music teacher, vocal music teacher, special education teacher, kindergarten teacher, counselor, T & I teacher and/or coach. The format for the list for each of the above employee categories shall be in alphabetical order by school/work location with the names of the Bargaining Unit members in each of the categories alphabetized. At the discretion of the UNION, this information shall be provided on either computer printout, 3 1/2 diskette, **E-mail** or **CD-ROM**.

2:9.3 On the last work day of each month, the BOARD shall provide the UNION with the information listed in 2:9.1 for each newly hired member of the unit and the name, social security number and work location of each member of the unit granted a leave and each member of the unit leaving the Bargaining Unit.

2:10 **PAYROLL DEDUCTION OF DUES**

2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual membership dues provided that at the time of such deduction there is in the possession of the BOARD an existing written authorization executed by the employee validly in effect at the time of such deduction. Authorizations by employees for deduction of the UNION's annual membership dues shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

In the event the BOARD does not immediately begin deduction of UTNO dues, upon presentation

by the UNION of a completed UTNO member registration form, the BOARD will deduct a sufficient amount of dues over the employee's remaining pay periods to cover an amount equal to the total collectible dues for the entire period membership was in effect, upon notification and authorization from affected member.

- 2:10.2 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT, the UNION's annual political action contributions provided that at the time of such deduction there is in the possession of the BOARD an existing written authorization executed by the employee validly in effect at the time of such deduction. Authorizations by employees for deduction of the UNION's political action contributions shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.
- 2:10.3 Such deductions shall be in twenty (20) bi-weekly installments. The BOARD shall transmit to the UNION all such dues collected on a bi-weekly basis. The BOARD shall provide an alphabetical computer printout listing the employee's name, work location, social security number, amount deducted and total deductions for the year to date. The BOARD shall provide a separate listing of additions, deletions, and skips from the previous listing.
- 2:10.4 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits or other forms of liability that rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the BOARD or by an individual paraeducator to the BOARD.

- 2:10.5 There shall be no payroll deduction for dues on behalf of members of the Representative Unit to any paraeducator organization other than the UNION.

- 2:10.6 The BOARD shall automatically re-start payroll deduction of UNION dues for UNION members who are re-called from a lay-off.

- 2:10.7 **The BOARD, during the life of the AGREEMENT, will deduct from the pay of each TAT and other Temporary teachers covered by this AGREEMENT and re-hired for the following school year, the UNION's annual membership dues provided that at the time of such deduction there is in the possession of the BOARD an existing written authorization executed by the employee validly in effect at the time of such deduction. Authorizations by employees for deduction of the UNION's annual membership dues shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.** With the exception of information needed for negotiations, the UNION will reimburse the BOARD for the reasonable cost of new computer programming requested by the UNION.

#### 2:11 **LEAVES FOR UNION SERVICE**

- 2:11.1 The BOARD agrees that no more than a total of five (5) paraeducators shall be granted a one (1) year leave without pay upon request by the UNION for the purpose of conducting UNION business.
- 2:11.2 Such leave may be extended for no more than one (1) school year upon request of the UNION, however, such extension shall not be used to increase

the total persons on such leave to more than four (4) in any one (1) school year.

- 2:11.3 Upon return from such leave of absence, members of the unit shall be placed on the step of the salary schedule they would have attained had they remained in service and shall be returned to their former work location or its equivalent.

- 2:11.4 Leaves for the purpose of serving a collective bargaining organization shall not be granted to any other paraeducator organization.

2:12 **NEGOTIATIONS ON SCHOOL TIME**

- 2:12.1 When negotiations are mutually scheduled during the school day, the Administration agrees that no more than nine (9) members of the UNION bargaining team selected by the UNION shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the school day only if negotiations are also carried out evenings and weekends.

2:13 **INFORMATION, STATISTICS, ETC.**

- 2:13.1 Upon reasonable request, the BOARD shall provide the UNION with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers, internal administrative communications or any tentative budget materials.

2:14 **SUPERINTENDENT MEETINGS**

- 2:14.1 The **Superintendent** or his designee shall meet with representatives of the UNION once per month, upon written request of the UNION at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances. Agenda must be pro-

vided seven (7) days in advance.

2:15 **UNION BUILDING COMMITTEE**

- 2:15.1 A UNION Building Committee should be selected during the first month of the school year at each school by the UNION members. The committee shall consist of not less than two (2) nor more than five (5) UNION members. The UNION Building Representative shall be a member of the Committee. In those schools which have both teachers and paraeducators assigned, the UNION Building Committee shall be composed of the teacher and paraeducator UNION Building Representatives and up to four (4) other UNION members.

- 2:15.2 The principal shall meet once per month with the UNION Building Committee at the request of either party outside of regular school hours and on a mutually agreeable date to discuss school operations. Such meetings shall not be used to resolve grievances. Agenda items shall be exchanged by the principal and Building Committee twenty-four hours in advance.

- 2:15.3 If a matter of school operation has not been satisfactorily resolved after having been discussed at the monthly meeting referred to in 2:15.2 and at a faculty meeting, the UNION Building Committee may request a meeting with the **Area Superintendent** and the principal. Should the matter not be resolved at the **Area Superintendent's** level, the UNION may discuss the matter in the monthly meeting with the **Superintendent**, referred to in 2:14.

2:16 **ADMINISTRATIVE NOTICES, BULLETINS, ETC.**

- 2:16.1 With the exception of the notice(s) etc. from principals, two (2) copies of any administrative

notice(s), bulletin(s), directive(s), or posting(s) directed or distributed to paraeducators generally or to categories of paraeducators, such as, home-start tutors, or to all paraeducators in one (1) school shall be supplied to the president of the UNION.

**2:17 AGENCY FEE**

- 2:17.1 The following Agency Shop provisions shall become effective in the event either the Louisiana Legislature enacts legislation which allows Agency Shop AGREEMENTS for public employees or upon the determination by the Supreme Court of the State of Louisiana that this Agency Shop provision is not in violation of existing Louisiana Law.
- 2:17.2 Membership in the UNION is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the UNION in keeping with the appropriate provisions of this AGREEMENT. Neither party shall coerce any employee with respect to membership.
- 2:17.3 Membership in the UNION is separate, apart, and distinct from the assumption of a financial obligation to the UNION for the services it provides. The UNION is required to fairly represent all of the employees in the negotiating unit in the enforcement of this Contract without regard as to whether or not they are members of the UNION. The terms of this AGREEMENT have been executed by the employer after it has satisfied itself that the UNION is the choice of the majority of the employees in the negotiating unit. Accordingly, it is fair that each employee in the negotiating unit pay his/her own way and assume his/her fair share for the benefits contained in this AGREEMENT.

- 2:17.4 In accordance with the policy set forth under Sections 2:17.1, 2:17.2, and 2:17.3 of this Article, all employees shall as a condition of continued employment, pay to the UNION, the employees' exclusive negotiating representative, an amount of money equal to each employee's proportionate share of all lawful expenses which may be withheld as a service fee, including the UNION's cost for conducting negotiations and administering this negotiated Agreement. In no event shall the amount paid by non-UNION members be equal to or exceed the amount paid by UNION members. Such payment shall be made on a bi-weekly basis and shall commence with the employees' first pay check. The BOARD shall deduct such amount from the salary of these employees and transmit it to the UNION through the regular payroll deduction procedures.

- 2:17.5 The UNION shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**ARTICLE 3  
NON-DISCRIMINATION**

- 3:1 Neither the BOARD nor the UNION shall discriminate against any paraeducators on the basis of race, sex, creed, color, national origin, age, marital status, sexual orientation, disability, membership or non-membership in any employee organization nor for the lawful exercise of constitutional rights.

**ARTICLE 4  
POLICY AND PRACTICE**

- 4:1 Any previously adopted policy, written practice, written rule or regulation extant which is in conflict with any provision of this AGREEMENT is superseded and replaced by the applicable provisions of this AGREEMENT.
- 4:2 Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment which is not superseded or replaced by this AGREEMENT is preserved.
- 4:3 The BOARD shall not during the life of this AGREEMENT establish any policy, written practice, written rule or regulation inconsistent with the terms of this AGREEMENT. If the BOARD intends to establish a new educational policy, practice, rule or regulation in writing which has an impact upon the terms and conditions of employment of the paraeducator, the BOARD shall negotiate over such impact with the UNION.
- 4:4 Section 4:1 through 4:3 inclusive are applicable only to the extent that they are not in conflict with Federal and/or State Law, Rules, Regulations and Guidelines pertaining to programs staffed by paraeducators. In the event of conflict, Federal and/or State Law, Rules, Regulations and Guidelines shall be controlling. Further, nothing contained in Sections 4:1 through 4:3 inclusive shall be construed to in any way abridge or deny the right of the BOARD to develop and apply for Federal Programs designed to carry out and further the mission of the BOARD.

**ARTICLE 5  
NOTIFICATION OF NEWLY HIRED  
PARAEDUCATORS**

- 5:1 The BOARD agrees to furnish each new and re-engaged employee within the negotiating unit upon his/her hiring, a copy of the AGREEMENT.
- 5:2 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the Bargaining Unit. UTNO shall be the only paraeducator organization allowed to make a presentation at this meeting and to distribute literature.

**ARTICLE 6  
SAVINGS CLAUSE**

- 6:1 If any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. In this event, the BOARD and the UNION shall meet within a reasonable time, but in no event later than two (2) weeks in a good faith effort to reach a decision as to the need for and the type of substitute action.
- 6:2 In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.
- 6:3 **Nothing in the school improvement section of ESEA, NCLB, shall be construed to alter or otherwise affect the rights, remedies and procedures afforded Bargaining Unit members under federal, state, or local law, or under the terms of the Collective Bargaining**



**AGREEMENT, memoranda of understanding, or other AGREEMENTs between the UNION and the BOARD.**

**ARTICLE 7  
GRIEVANCE PROCEDURE**

7:1 **STATEMENT OF COOPERATION**

The BOARD and the UNION are committed to cooperatively resolve problems. The BOARD and the UNION agree that they will use their best efforts to encourage the fair and prompt settlement of disagreements which may arise under the terms and conditions of this AGREEMENT.

7:2 **DEFINITION**

For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term "Grievance" shall not apply to: (a) any matter for which a method of review is prescribed by law; (b) any matter which according to law is either beyond the scope of the BOARD's authority or limited to unilateral action by the BOARD alone; (c) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed; or (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

7:3 Any member of the Bargaining Unit or the UNION shall have the right to have his/her grievance presented by the UNION as specified herein.

7:4 Only the employee directly affected by the alleged violation and/or the UTNO worksite Building

Representative shall first take up the matter with his/her principal or supervisor in an attempt to resolve the matter informally at this level. The employee may not file a written grievance until after this informal conference.

7:5

**STEP 1 - PRINCIPAL/DIRECTOR OF EXCEPTIONAL CHILDREN SERVICES**

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) work days of the date of the occurrence of the events giving rise thereto or when the grievant should have reasonably been aware of the events giving rise thereto and present or forward it signed to the principal on an appropriate form **provided by the BOARD**, or computer generated form, specifying: (a) the events giving rise to the claimed violation, the dates on which such events occurred and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation of the grievance, (d) the remedy sought. The principal shall convene a conference within ten (10) work days at which the grievant may choose to include the Building Representative. The grievant shall be given at least two (2) work days' notice of the conference. Within four (4) work days following the conference, the principal shall communicate his/her decision to the grievant(s) and the UNION in writing.

A "work day" for the purpose of this Article shall include any day from Monday through Friday of each week, except declared holidays and those days when the Administrative Center is scheduled to be closed.

7:6

**STEP 2 — AREA SUPERINTENDENT/ASSOCIATE SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought in the grievance is not granted, the grievant(s) may appeal the grievance to the **Area Superintendent** not later than five (5) work days after receipt of the principal's written decision. The appeal to the **Area Superintendent** must be made in writing and signed by the grievant(s), restating the grievance and the remedy sought exactly as submitted to the principal, at Step 1. The **Area Superintendent** shall conduct a conference and shall render a decision no later than ten (10) work days after receipt of the grievance appeal. The **Area Superintendent** shall communicate his/her decision in writing to the grievant(s), to the principal, and to the UNION. The grievant and his UNION representative shall be given at least two (2) work days' notice and may have a representative of his/her choice at the conference. In the event a grievant amends a grievance on an appeal to the second step, by alleging therein different events giving rise to the alleged violation of the AGREEMENT and/or alleging additional specific provisions of the AGREEMENT as having been violated, the grievance shall be remanded to the principal as a Step 1 grievance. The thirty (30) day time limit shall be waived.

7:7 **STEP 3 — SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought is not granted, the grievant(s) and the UNION may no later than five (5) work days after receipt of the **Area Superintendent's** written decision, elect to appeal the grievance in accordance with the procedure enumerated in Article 7:7.1 (Arbitration Path) or Article 7:7.2 (School BOARD Path).

7:7.1

The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** or his designee in writing, restating the grievance and the relief sought exactly as submitted to the **Area Superintendent** in Step 2. All documents previously submitted in support of the grievance shall be submitted to the **Superintendent** with this appeal. The **Superintendent** or his/her designee shall conduct a conference and shall render a decision no later than fifteen (15) work days after receipt of the grievance. The grievant and his UNION representative shall be given at least two (2) work days' notice of the conference called by the **Superintendent** or his/her designee. The grievant may have a representative of his/her choice at the conference. If the grievant(s) and the UNION elect to appeal the grievance under 7:7.1, the grievant(s) and the UNION shall preserve all rights to appeal the grievance to arbitration under Article 7:8, but shall not be entitled to request a full hearing by the **Superintendent** and recommendation to the School BOARD under the "Policies, Regulations and By-Laws" manual.

or

7:7.2

(School BOARD Path)

The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** for a full hearing and recommendation to the School BOARD for final disposition of the grievance in accordance with policies and procedures adopted by the BOARD contained in the BOARD's "Policies, Regulations and By-Laws" manual. If the grievant(s) and the UNION elect to appeal the grievance under this procedure, the appeal shall constitute a waiver of any right to file a Notice of Appeal to Arbitration under Article 7:8.

**STEP 4 — ARBITRATION**

In the event the grievance as presented in Step 3 under Article 7:7.1 is not sustained and/or the remedy sought is not granted, the grievance may be appealed to arbitration through the procedure hereinafter established. The grievant(s) and the UNION shall give to the BOARD their written and signed Notice of Appeal to Arbitration within ten (10) work days after the next meeting of UTNO's Executive Council subsequent to the grievant's receipt of the 3rd step answer. This Notice of Appeal shall state the events giving rise to the claimed violation, time(s) at which such events occurred, the contract clause(s) violated and the remedy sought, all as alleged in the grievance.

The UNION shall send to the BOARD a copy of the Notice of Appeal which the UNION sends to the American Arbitration Association. Not later than ten (10) working days after receiving the copy of the Notice of Appeal, the BOARD shall advance to the American Arbitration Association one-half (1/2) of the administrative fee established by AAA rules. In the event the UNION subsequently withdraws the Notice of Appeal without a Compromise AGREEMENT, it shall reimburse the BOARD for the fees the BOARD has advanced to AAA for that appeal. The total cost of administrative fees shall be borne by the losing party.

- 7:8.1 Within thirty (30) work days after the BOARD's receipt of the Notice of Appeal to Arbitration, the BOARD will give its response thereto in writings stating whether or not it believes the grievance to be arbitrable. The response shall state the specific grounds and factual basis for its denial of arbitrability. In the event the BOARD fails to notify the UNION within this specified time line, the BOARD is precluded from raising the question of arbitrability at a later date. The BOARD shall be pre-

cluded from stating any grounds for its denial of arbitrability other than those stated in the initial denial of arbitrability. If the BOARD fails to respond within this specified time line, or if the BOARD responds but does not sustain the grievance and grant the remedy sought, the UNION shall transmit the Notice of Appeal to the American Arbitration Association, in order to institute the arbitrator selection process as provided for in 7:8.5 of this Agreement.

- 7:8.2 In the event the BOARD asserts that the dispute contained in the request for arbitration is not arbitrable, the question of arbitrability shall be determined by the arbitrator to whom the grievance is assigned.
- 7:8.3 If a final judgment of an arbitrator has determined that a request raises arbitrable issues, the arbitrator's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon those issues and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.
- 7:8.4 At any time, either the BOARD or the UNION may request a conference to discuss the issues of arbitrability and to seek to resolve the differences between the parties.
- 7:8.5 Upon receipt of the Notice of Arbitration submitted by the UNION, the American Arbitration Association shall furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The UNION and the BOARD shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. Either party may contact the other to schedule a date and time to engage in the arbitrator selection process. The

date to select the arbitrator shall be scheduled within ten (10) days of the date the party is contacted. If a party fails to engage in the selection process within the ten (10) days, the other party shall have the right to select the arbitrator. The fees and the expenses of the arbitrator shall be borne by the losing party. Requested transcripts of the proceedings shall be paid for by the requesting party.

- 7:8.6 Nothing in this AGREEMENT shall be considered to prohibit the BOARD and the UNION from mutually agreeing to select an arbitrator outside of the American Arbitration Association, or mutually agreeing to follow other rules and regulations for an individual arbitration.
- 7:8.7 Upon mutual AGREEMENT, the BOARD and the UNION may agree to submit a grievance to expedited arbitration by the American Arbitration Association, under the rules for expedited arbitration promulgated by the American Arbitration Association.
- 7:8.8 The BOARD and the UNION acknowledge the importance of processing grievances and arbitrations as rapidly as possible, and agree that the number of days shown shall be regarded as a maximum, and every effort shall be made by the BOARD and the UNION to expedite the process. Any time limit specified may be extended by mutual agreement of the BOARD and the UNION.
- 7:8.9 In the consideration of the decision of any questions involving arbitrability, it is the specific AGREEMENT of the parties that:
- (a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and obligations assumed by the respective

parties hereto, and no implied restrictions or obligations are inherent in this AGREEMENT or were assumed by parties in entering into the AGREEMENT.

- (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.
- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:2, and no court or arbitrator shall, or may, proceed under any presumption that a request to arbitrate is arbitrable.

- 7:8.10 The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the AGREEMENT as alleged in the written grievance. He shall limit himself to the issues submitted to him in the grievance and shall have no authority in any case to add to, subtract from, or alter in any way any provision of this AGREEMENT. The decision of the arbitrator shall be binding.
- 7:8.11 The arbitrator shall issue his decision not later than thirty (30) work days from the date of the closing of the hearings or, if oral hearings have

been waived, by mutual AGREEMENT, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

- 7:8.12 All witnesses subpoenaed for arbitration hearings shall be excused for attendance without loss of any pay or accumulated days.

7:9 **MISCELLANEOUS**

- 7:9.1 The UNION shall be the sole and exclusive employee organization designated to represent grievants in the Bargaining Unit during the term of this AGREEMENT.

- 7:9.2 If the UNION determines that a violation of the Agreement affects identified classes or groups of unit members, the UNION or one or more unit members so affected may grieve on behalf of all other unit members similarly affected, provided the names of such other unit members shall be listed in the grievance by the Step 3 appeal level. This type of grievance shall be filed at Step 2. If the identified classes or groups of unit members are from the same building/department, this type of grievance shall be filed at Step 1.

- 7:9.3 Failure to file or to appeal a grievance within the specified time limits shall constitute a waiver and settlement of the grievance.

- 7:9.4 Failure of a BOARD representative to give his/her written answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

- 7:9.5 It is understood and agreed that nothing herein contained shall prevent the BOARD, the UNION or the grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

- 7:9.6 Neither the BOARD nor the UNION shall subject any grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. Should state law permit the grievant's papers shall not be filed in the employee's file.

- 7:9.7 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

- 7:9.8 A request for arbitration can be honored only if the grievant or grievants and the UNION, waive the right, if any, in writing of said grievant or grievants and the UNION to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrators award.

- 7:9.9 The UNION may tape record any 3rd Step hearing held pursuant to 7:7.1 to be used solely for any permissible purpose at any arbitration held on that grievance, under the following conditions: (a) the UNION gives to the **Superintendent's** designee written notice at least two (2) days in advance of the hearing that the UNION intends to tape record the hearing, (b) the UNION tape records the 3rd Step hearing in its entirety and, (c) within two (2) work days following the hearing, the UNION furnishes to the **Superintendent's** designee a complete and exact reproduction of that hearing tape (or tapes).

- 7:9.10 The BOARD and the UNION agree to comply with any rules and regulations published by the American Arbitration Association, which govern the deadlines within which arbitrators and hearing dates are to be selected.

## **ARTICLE 8 DISCIPLINE**

- 8:1 Paraeducators shall refer disruptive students to the Teacher-of-Record for appropriate action defined by the Teacher Discipline Procedure.
- 8:2 In cases where the paraeducator does not agree with the action taken by the teacher, the paraeducator may appeal to the Building Committee which shall meet with the teacher and paraeducator in an attempt to resolve the disagreement. The Building Committee may make recommendation to the school principal who shall take appropriate action.
- 8:3 Where appropriate, paraeducators shall complete or assist in completing Discipline Referral Forms and/or Accident Reports (See Appendix C).
- Properly submitted Discipline Referral Forms shall be returned to the referring paraeducator within four (4) days by the Principal or his/her designee indicating the action taken.

### **8:4 ASSAULT/EXPULSION**

A child who batters a member of the Bargaining Unit shall be recommended for expulsion unless the battery was provoked. In the event a child batters a member of the Bargaining Unit, the Principal/Supervisor shall immediately initiate proceedings to recommend expulsion. The employee shall be notified by the principal or his/her designee as soon as possible of the date,

time, and location of the expulsion hearing and shall be invited, but not required to attend. The employee may present testimony if he/she chooses. In the event the employee chooses to attend the expulsion hearing, he/she shall be entitled to UNION representation. The BOARD shall not reinstate a student or rule that the battery was provoked, without offering the **paraeducator** against whom the battery was made the opportunity to appear at the expulsion hearing. When the battery is witnessed by other adult(s), the person(s) witnessing the battery shall be allowed to attend the expulsion hearing as determined by the Hearing Officer, or submit a written, signed statement. **Paraeducator** and witnesses employed by the BOARD who attend expulsion hearings shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business. If the hearing officer concludes that the **paraeducator** provoked the battery, the hearing officer shall not disclose this conclusion verbally in the presence of the student, nor shall the hearing officer in any way reprimand or criticize the **paraeducator** in the presence of the student.

- 8:4.1 In the event that a Bargaining Unit member has recommended a student for expulsion, the employee shall be notified by the Hearing Officer or his/her designee as soon as possible of the date, time, and location of the expulsion hearing and shall be invited to attend if deemed necessary by the principal.

## **ARTICLE 9 VOLUNTARY TRANSFER**

- 9:1 Any member of the unit shall have the right to request a voluntary transfer. Transfer request

forms shall be available in the principal's office and/or the BOARD's Human Resources Department. Members of the unit shall submit one copy of the transfer form in triplicate, to the Principal. The Principal shall sign it, and retain one copy. The employee shall forward the original to the Human Resources Department, and the employee shall retain a copy. Applications shall remain active until the start of the next school year.

9:1.1 Principals and department heads shall report all known vacancies at their respective work locations to the Human Resources Department as soon as possible. Vacancies must be included in the vacancy list and posted prior to being filled.

9:2 A list of all known vacancies for the coming school year shall be posted at each school no later than May 1st. Between May 1st and July 24th, newly identified vacancies shall be posted weekly at each school site, the OPSB Website and the Administrative Centers. Voluntary transfer applications may be filed between May 1st and June 7th. Applicants are forewarned that vacancies may begin to be filled five (5) days after the initial May 1st posting. The voluntary transfer process shall be suspended June 7th thru June 30th to accommodate the assignment of surplus teachers. The vacancy list shall consist of vacancies created by resignations, retirements, and positions identified in staffing conferences. Voluntary transfers may resume after surplus. The voluntary procedure shall end on July 31st.

9:2.1 Principals shall conduct interviews at the school site beginning five (5) days after the initial May 1st posting.

9:2.3 Voluntary Transfers shall be granted to the most senior certificated applicant except in cases when:

**the receiving principal recommends a less senior applicant on the basis of educational experience and/or training, as specified in the posted vacancy list;**

**or**

**The applicant does not possess the level of necessary educational attainment when the receiving school is accredited, or in the process of accreditation;**

**or**

**The applicant is not competent and/or willing to assume responsibility of coaching or directing a marching band, if the vacancy advertised carried with it such a requirement.**

9:3 Transfers under this section shall be made for the beginning of each school year, or under exceptional circumstances, at the beginning of a school semester for established programs. Any vacancy filled by a new hire after November 1, shall be considered as a temporary assignment and shall be listed in the vacancies listed in 9:2 for the coming school year.

9:4 Should a new program be established during a semester, no currently employed paraeducator shall be permitted to transfer into the new program at that time. If a new hire or recalled paraeducator is placed in a position of a new program commenced during the year, that assignment shall be considered temporary and the position shall be considered vacant at the end of the year, for which

all interested applicants will be considered including requests for voluntary transfer.

- 9:5 The BOARD shall provide the UNION with a list of paraeducators requesting a voluntary transfer monthly. The list shall indicate the vacancies for which paraeducators applied and the number of years of seniority.
- 9:6 Transfers shall be granted on the basis of:
  - 9:6.1 The desire expressed by the paraeducator as stated on the transfer request form.
  - 9:6.2 The need for the paraeducator's service.
  - 9:6.3 **SENIORITY**
    - 9:6.4 The recommendations of the receiving principal.
    - 9:6.5 Requirements and guidelines of federal programs which shall be controlling.
    - 9:6.6 Taking into consideration specialized in-depth training associated with the job as advertised in the job announcement.
  - 9:7 Not earlier than ten (10) days after the posting of a vacancy, the Human Resources Department shall refer groupings of up to three (3) applicants with the greatest seniority, who have requested a voluntary transfer, to the principal of the school (with copies to the UNION) where a vacancy exists for an interview. It shall be the responsibility of the applicant to contact the principal of the school to which he/she has been referred to arrange for an interview. The principal shall make a recommendation concerning acceptance or rejection of the applicants within five (5) work days of the interviews. The applicants shall be notified by the Human Resources Department of the result of the interview. Only interviewees of

more senior standing not selected following interview shall be entitled to invoke 9:7.1.

- 9:7.1 The denial of a request for a transfer shall be for supportable cause and the reasons therefore shall be provided in writing if requested by the paraeducator.
- 9:7.2 No later than August 25th the BOARD shall provide the UNION with a list of paraeducators who have been assigned to vacancies as of August 15th. The list shall indicate the number of years of seniority each transferred paraeducator has.

## **ARTICLE 10 SENIORITY**

- 10:1 System seniority is defined as an employee's length of continuous service with the BOARD since his/her last date of hire as determined by the date affixed to the letter acknowledging employment by the paraeducator when he/she signed his/her paraeducator employment AGREEMENT. In the absence of the above, the date of hire shall be the first day the paraeducator reported for work.
- 10:2 Each school year, the BOARD shall make available upon written request, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the UNION. New employees' names will be forwarded to the UNION monthly thereafter.
- 10:3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by voluntary resignation, job abandonment, discharge or retirement.
- 10:4 Seniority within a specific job classification shall be the determining factor for identifying paraedu-



cators who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred except as defined in 20:1.1.

10:5 Members of the Bargaining Unit are grouped into the following job categories:

1. Custodial/tutorial which includes all aides assigned to Special Education, Math Tutors, Reading Tutors, Parental Instructional Liaisons, Pre-school Tutors, Kindergarten Aides, Classroom Aides and Media Center Aides
2. Bilingual Aides
3. Associate Teachers
4. Deaf Aides
5. Interpreters for the Hearing Impaired.

Surplus, layoff and recall shall be within job category. When there is a need to surplus, layoff or recall in the Custodial/Tutorial category, cross assignment may occur between Special Education Aides and other paraeducators within this category. However, to engage in cross assignments, members of the Custodial/Tutorial job category must complete a Cross Training In-Service Program should one be offered or have completed equivalent training or job experience. In the event a given individual has not been given the opportunity to participate in a Cross Training Program, system-wide seniority will prevail within the Custodial/Tutorial category.

The failure of a Bargaining Unit member to take advantage of the cross training in-service program or the lack of equivalent training or the lack of sufficient job experience in the cross area shall result in separate surplus, layoff and recall by Custodial and Tutorial job assignments.

10:6 When system-wide seniority is equal between two or more paraeducators, seniority shall be judged according to (a) building seniority, where applicable, (b) classification, in that order, until an inequity develops.

10:7 In the event that there is a reduction in the number of paraeducators that necessitates the bumping of a Special Education aide, as per 20:1, the BOARD shall provide an opportunity for training the paraeducator newly assigned to a Special Education class.

## ARTICLE 11 DISCIPLINE AND DISCHARGE

11:1 No member of the Bargaining Unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline is defined as the imposition of a sanction which results in a demonstrable loss or damage to a Bargaining Unit member and shall include notices of verbal warnings, or verbal reprimands reduced to writing, written warnings and written reprimands, suspensions, discharge or dismissal.

**11:1.2 No Bargaining Unit member who has been accused of an offense shall be suspended from active service, or placed on administrative leave, or transferred to another worksite pending discipline review unless there is a reasonable basis to support a conclusion that his/her continued presence at the worksite presents a danger to the safety of students or staff and/or cause disruption to the educational environment.**

11:2 If disciplinary action is taken against a member of the Bargaining Unit, such person shall be given written notice for such disciplinary action.

- 11:3 A member of the **UNION** called to a conference shall, upon request, be afforded an opportunity to confer with and be represented by the **UNION**.
- 11:4 No Bargaining Unit member shall have his/her employment adversely affected without sufficient probable cause. **A member of the UNION shall have an opportunity to confer with and be represented by the UNION.**
- 11:5 The discharge of a member of the Bargaining Unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 11:6 All situations involving removal of a paraeducator with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 11:7 A member of the Bargaining Unit with more than three (3) years of service who is subject to discharge and who is not eligible for tenure under the Laws of the State of Louisiana, shall be afforded an opportunity for a hearing, as provided below, before the Orleans Parish School BOARD, which hearing may be private or public at the option of the member. The opportunity for such a hearing shall be exercised in accordance with the following procedures: When the **Superintendent** (or his designee) gives written notification of the **Superintendent's** intention to recommend to the BOARD that such member be discharged, such member may request a hearing on the recommended discharge within ten (10) calendar days from the date of the notice. If the **Superintendent** has not received such a request within the time allowed, the affected member is subject

to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to grievance or arbitration provided for in this AGREEMENT.

11:8

### **REPRIMAND AND CRITICISM**

Reprimand and criticism of employees in the presence of other individuals is not sound management practice. If the employer has just and sufficient reason to reprimand a unit member, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **ARTICLE 12 PERSONNEL FILES**

- 12:1 The official personnel file for each member of the Bargaining Unit shall be maintained in the Central Administration Office and the principal's office.
- 12:2 Paraeducators shall be permitted to reproduce, at their own expense, materials in the Central Administration files.
- 12:3 Upon reasonable notice and under reasonable circumstances employees shall have the right to inspect their files. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and insert a written response to any material contained in either file.
- 12:3.1 Any rebuttal and response to a document placed in a school employee's personnel file shall be filed by the school employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt.
- An employee shall be entitled to one extension of another fifteen (15) days to file a response.

- 12:4 Anonymous letters shall not be included in any paraeducator's personnel files.
- 12:5 A member of the Bargaining Unit shall be provided a copy of any materials that will be placed in his/her personnel file which reflects adversely upon the employee's competency, skill or other professional attributes. The employee shall sign a copy of the material to be placed in the file acknowledging receipt of same. The employee's signature shall not be construed as agreeing with the contents of the material. If the employee refuses to sign a copy of the material, the principal/supervisor shall note that fact on the document, sign the document, obtain the signature of a witness to the refusal of the employee, file the document and provide a copy to the employee.
- The following language shall be affixed to any document and/or letter to be placed in an employee's personnel file: "My signature shall not be construed as agreeing or disagreeing with the contents of the material, but rather acknowledging receipt of the material."
- 12:6 Each paraeducator shall have the right to have removed from his/her personnel file all derogatory material on the third anniversary of its inclusion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.
- 12:7 The UNION must first secure written permission from an employee before the Human Resources Department may release to the UNION information from the employee's personnel file.

## ARTICLE 13 HEALTH AND SAFETY

- 13:1 The BOARD shall maintain health and safety conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.
- 13:1.1 The BOARD shall provide for the safety and protection of all members of the Bargaining Unit at all work locations. When employees' safety is placed in jeopardy, the BOARD shall give immediate attention to addressing the situations giving rise to the threat to safety.
- 13:1.2 The Union and the BOARD shall establish a joint committee comprised of ten (10) members, five appointed by the UNION and five appointed by the BOARD, which shall meet on a regular basis to discuss and consider appropriate means of resolving health and safety issues.
- 13:1.3 **Nothing herein shall preclude a determination by an employee to respond to a perceived threat by contacting the police or other authorities, or to pursue charges where warranted. The paraeducator shall advise the principal or designee before the police or other authorities are called.**
- 13:2 When conditions in a building are of such a clear and persistent nature that they threaten the safety and/or health of the occupants, in the judgment of the **Area Superintendent**, and he/she orders classes dismissed for that day, paraeducators shall be released for that day of such occurrence. If the cause of the condition for dismissal of the school persists more than one day, paraeducators may be required to report the following day(s) to a suitable site as designated by the principal.

- 13:3 No member of the unit shall suffer loss of pay or benefits should the system temporarily close schools due to a natural disaster, civil riot or other reasons as determined by the BOARD provided that such action is not necessitated by participation in a labor dispute. However, such members of the unit may be required to make up such lost time providing the state minimum requirement for student days have not been fulfilled or waived by the state and such work can be performed prior to the thirtieth (30th) day of June in that school year.
- 13:4 Heating systems which are capable of providing sufficient heat for their buildings shall be activated each day in time to do so.
- 13:5 Every member of the Bargaining Unit is expected to exercise due care in the course of his/her work to prevent injuries.
- 13:6 Each employee shall:
1. Report all unsafe conditions to his/her supervisor in writing. (See Appendix D)
  2. Keep work areas clean and orderly at all times.
  3. Report all accidents immediately to his/her supervisor in writing.
- 13:7 The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet this responsibility, the principal or the principal's representative shall develop in collaboration with the UTNO Building Committee comprehensive safety plan, subject to the approval of the **Superintendent**.
- 13:7.1 The safety plan will be updated annually using the same collaborative process, and school profile data will be shared with the UTNO Building Committee.

#### ARTICLE 14 ACTIVITIES AND ATHLETIC EVENTS

- 14:1 All members of the Bargaining Unit shall be entitled to attend, without charge, all student activities including athletic events in which such members' school is participating within the local district.

#### ARTICLE 15 PAYCHECKS/PAYSLIPS

- 15:1 All pay will be delivered by direct deposit to an employee's checking/savings account, or by debit card when available, or U.S. mail to the employee's home on payday.

Payslips shall be delivered to the employee's work location two (2) days prior to payday and shall be available no later than 11:00 a.m., except where mechanical, technical or delivery problems make this impossible.

Funds will be available in the employee's account no later than 11:00 a.m. on payday, except when mechanical, technical or delivery problems make this impossible.

- 15:2 Paraeducators may retrieve their payslips as their responsibilities permit after the arrival of such payslips. Payslips shall be placed in individual envelopes, identified with the paraeducators' name and location code.
- 15:3 If an error (\$50.00 or less) is brought to the attention of the Payroll Office in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.
- If an error exceeds \$50.00, the affected employee shall confer with the person who prepares the pay-

roll at his/her work site to try and resolve the problem. The payroll preparer shall contact the Payroll Office on a special telephone line dedicated for this purpose. If the payroll problem is resolved, the affected employee can make arrangements with the Payroll Office to pick up the check after school hours, or have the check mailed within 48 hours. If the payroll problem is not resolved in this manner, upon personal appearance at the Payroll Office, the affected employee shall be entitled to have the error corrected within 48 hours, provided the employee has submitted all necessary data prior to the issuance of the check in question.

- 15:3.1 Failure to meet the requirements of 15:3 shall cause immediate rectification, when validated and possible, by presentation of the problem to the Supervisor of Payrolls.
- 15:4 Each pay check /payslip shall contain the following information:
- a. number of unused current and accrued sick hours.
  - b. description of each deduction.
- 15:5 When a pay day falls on or during a school holiday, members shall receive their paychecks on the last work day preceding the holiday.
- 15:6 Paraeducators shall be paid bi-weekly for twenty-six (26) pay periods. Those paraeducators who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the Payroll/Human Resources Department between May 1 and May 15.

Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the

Payroll/Human Resources Department authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be filed between May 1 and May 15 of each school year.

15:7

Employees shall have the option of direct deposit of their payroll checks into their checking/savings accounts at a local financial institution of their choosing. Said deposits shall be made on the employee(s) regularly scheduled pay day.

**No later than the first regular pay period following the end of each SEMESTER grading period, paras shall receive a separate check covering the 1st Semester for any stipends owed or for other approved activity conducted by the BOARD during the SEMESTER which would earn a stipend. Employees who earn a stipend check shall simultaneously receive an accounting detailing the date of the event/activity, the nature of the event/activity, and the amount of the stipend for each event/activity.**

**The stipends shall be taxed at the rate of the employee's regular paycheck.**

## **ARTICLE 16 LEAVES**

### **16:1 PERSONAL ILLNESS OR EMERGENCY**

- 16:1.1 All members of the Bargaining Unit who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.
- 16:1.2 All members of the Bargaining Unit who are initially hired for less than a school session shall be credited with one (1) personal illness and/or emer-

gency day for each twenty (20) work days remaining in the school session.

- 16:1.3 All members of the Bargaining Unit, upon the completion of their first full or partial school session who continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit's sick leave account without limit thereafter each year.
- 16:1.4 A) All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit.
- B) Employees whose work year is longer than a school session but less than year round and who continue their employment, shall be credited upon the completion of their first full or partial work year and each work year thereafter with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue without limit to the unused sick leave account balance of the member of the Bargaining Unit.
- 16:1.5 **PROCEDURE FOR CHARGING ABSENCE**
- 16:1.6 A member of the Bargaining Unit who is absent because of personal illness and/or emergency is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the member is not available to sign the Payroll Form, the principal or department supervisor shall enter the

required information and sign for the absent member.

- A) A member of the Bargaining Unit who is unable to perform his/her usual duties of employment because of disability caused by personal illness, pregnancy, childbirth and related medical conditions is entitled to a sick leave of absence for the period of such disability.
- B) A member who expects to be absent because of such disability for more than ten (10) consecutive work days shall give prior written notice on Form **P.D. 311361** to the Human Resources Department and give a copy thereof to his/her principal. When a member has reason to believe that he/she will become disabled the member shall submit a request for a sick leave of absence along with a written statement from his/her physician (Form **P.D. 311361**) indicating the medical reason for the disability, the probable or actual commencement date of the disability and the expected duration thereof.
- C) If the disability period is subsequently accelerated, delayed, extended or reduced, the member shall promptly submit another Form **P.D. 311361** to reflect such change and the reason(s) therefor.
- D) Any member desiring a leave of absence before and/or after a period of disability may request a special leave of absence without pay in accordance with Section 16:4, except that members desiring post-disability maternity leaves of absence under provision 16:11.3 shall have their applications granted.

E) A member returning from a sick leave of absence in excess of six (6) work days shall submit to the **Medical** Department a written notice and request to return to active duty and a statement from his/her physician certifying that there is no medical contraindication for the member's resuming the performance of his/her employment duties as of the date the member desires to return. A member of the unit returning from a sick leave of absence shall be reassigned to the school he/she left provided the member returns before the end of the semester in which the leave commenced. In cases where the sick leave of absence extends between two semesters, the member shall be reassigned to the school he/she left provided the member's leave does not exceed 60 work days or the member's accumulated sick days whichever is greater.

F) Compensation paid under this Section shall be in accordance with state and federal laws.

16:1.7 A member of the Bargaining Unit who is absent because of emergency (defined as "a sudden or unavoidable occurrence requiring immediate action") may charge up to the number of days available in his/her sick leave account. Such days shall be deducted from his/her sick leave account, utilizing current or accrued days. The Principal/Supervisor may request written explanation of the nature of the emergency.

#### 16:1.8 **SICK LEAVE DONATIONS**

Members of the Bargaining Unit shall be included in BOARD Policy 4151.32-R allowing employees to donate sick leave days to one another in the event of the need for extended periods of absence due to illness.

The sick leave account of an employee who is the recipient of donated sick days shall be credited with a full day of sick leave for each full day donated regardless of the length of the work day of the donor or the recipient.

#### 16:2 **PERSONAL LEAVE**

16:2.1 Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons, with 24-hour prior notice.

The UNION will notify the BOARD at least two weeks in advance of any activity in which it is urging members of the Bargaining Unit to use personal leave days.

16:2.2 If an employee does not elect to take the maximum two (2) days in one school year, that employee may not accumulate those unused days in any succeeding year; e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Members of the Bargaining Unit desiring to request such leave shall note "personal leave" on Payroll Form 2142.

#### 16:3 **SPECIAL LEAVE PROVISIONS UNDER MERITORIOUS CONDITIONS**

16:3.1 In consideration of veteran employees suffering from a prolonged illness the following supplementary provisions are authorized:

- a. The employee must first use all current and accrued sick leave credited to his/her account.
- b. If eligible for vacation he/she must apply any unused vacation days from the past or current

years to be utilized to the extent necessary for the period of illness at full pay.

- c. If the employee is not eligible for sabbatical leave, or has used his/her sabbatical leave, his/her record of attendance since the date of his/her employment shall be reviewed by the Human Resources Department; and if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish School System.

1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half (1/2) pay for other employees not to exceed three (3) twenty-day (20 day) pay periods, or three (3) months, depending upon the employee's pay schedule.

2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half (1/2) pay for other employees not to exceed six (6) twenty-day (20 day) pay periods or six (6) months depending upon employee's pay schedule.

3. If the employee is in his/her thirtieth (30th) year of service or beyond, he/she may be granted three-fourths (3/4) pay not to exceed six (6) months depending upon employee's pay schedule.

- 16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to per-

form his/her normal duty, he/she shall be given the option of a leave of absence without pay for one (1) year after which he/she shall be requested to accept service or disability retirement, whichever provides the larger pension.

#### 16:4 ACCIDENT OR INJURY ON DUTY

- 16:4.1 Any employee who suffers an injury incurred while on duty shall report the injury immediately through his Department Head to his Division Head.

The Department Head shall prepare and sign the form "LDOL-WC-1007 Employer's Report of Occupational Injury or Disease" (See Appendix D) in quintuplicate; the Carrier Copy, Office Copy, and Employer's Copy are to be forwarded within twenty-four (24) hours of the employee's injury, or the next work day following the injury, to the Insurance Administration Office, Attention: Workers' Compensation. The Injured Employee Copy and the Medical Copy **shall simultaneously** be given to the injured employee. The medical copy goes to the treating physician. The Principal or Department Head shall make a copy of the report to keep on file for their records. Attach a statement prepared by the injured employee to form "LDOL-WC-1007" when appropriate.

Upon receipt of the "Employer's Report of Occupational Injury or Disease," the O.P.S.B. workers' compensation clerk will forward the report to the proper Workers' Compensation Insurance/Service Company after reviewing the report for completeness including the appropriate Department Head signature and verify, from the employee's immediate superior, whether or not the injury has required medical treatment. The workers' compensation clerk will mail to each injured employee a "Workers' Compensation



Information Letter" and "Authorization for Release of Medical Information" form which should be promptly returned to the Insurance Administration-Workers' Compensation Department. All medical bills and reports should be forwarded to the designated Insurance/Service Company as indicated in the information letter for review and payment. The Insurance/Service Company will review and process the injury claim in accordance with the Louisiana Workers' Compensation Law and will issue all medical and compensation checks if it is determined that the accident qualifies as a compensable injury.

If it is determined through investigation by the Workers' Compensation Insurance/Service Company that the employee was absent for the first week (LA R.S. 23:1224), the Insurance/Service Company will commence to issue the compensation check to the injured employee for two-thirds (2/3) of the employee's salary based on the employee's normal wages or salary within fourteen (14) days from the date of Notice of Injury. In cases where disability from injury continues for six (6) weeks or longer after the date of the accident, compensation for the first week (waiting week) shall be paid after the first six (6) weeks have elapsed. Nothing herein shall prevent an employee from utilizing sick leave days for the first week of absence. However, any sick leave days used for this purpose shall not be restored to the employee's accrued leave days until the disability continues for six (6) weeks or longer, unless contrary to Louisiana Law.

Any employee who is injured as a result of physical contact with a student(s) while providing physical assistance to a student(s) to prevent danger or risk of injury, shall receive in addition to statutory workers' compensation benefits described above,

his/her normal salary minus the amount of the workers' compensation benefit for a period not to exceed ninety (90) days.

An employee's compensation rate after ninety (90) days shall in no instance exceed the statutory benefit limits provided by the Louisiana Workers' Compensation Law. The injured employee may elect to use any current or accrued sick leave and/or vacation days earned and unused to supplement the statutory (2/3) salary benefits if the Louisiana Workers' Compensation Law does not prohibit the employee from doing so. Should the employee be eligible for such sick leave and/or vacation it shall be granted to the extent available after which (if the employee has not returned to duty) he shall receive only the indemnity compensation checks as prescribed by the Louisiana Workers' Compensation Law.

Principals and Department Heads shall report on the Payroll Form any absence of fewer than ten (10) consecutive work days as sick days or vacation days.

Those employees who are absent for reason of injury on duty for more than ten (10) consecutive days, will be placed upon their request on a leave of absence for a specific period of time as determined by the proper Insurance/Service Company. For payrolls submitted during the period the employee is on a leave of absence for injury on duty, the Principal or Department Head shall indicate on the payroll form for such absence the entry code 65 "Injury on Duty-Workers' Compensation Only" as determined by the worker's compensation clerk.

Injured employees must return to duty as soon as they are pronounced fit for duty by their attending physician. Principals and Department Heads

should check with the injured employee periodically to determine whether they can return to work. Should an employee return to work without a medical release, the Principal or Department Head should take the affirmative step of contacting the Insurance/Service Company or the School BOARD's Insurance Administrator's office, so that one of these bodies can take the proper step to have the employee released to duty if the employee is in fact medically able to return to work.

Claims for medical benefits will be honored by the Insurance/Service Company to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the Insurance/Service Company will normally pay the existing rate for semi-private room facilities.

16:4.2 **ALL INJURIES TO AN EMPLOYEE ON DUTY TO BE REPORTED**

The reporting official shall cause to be permanently posted the notice required by Louisiana Revised Statutes 23:1302 and make it clear to all employees under his building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

16:4.3 A member of the Bargaining Unit who has been assaulted while on duty and who has pressed charges against the assailant shall, with proper documentation, be officially excused with pay on designated court appearance days.

16:5 **BEREAVEMENT LEAVE**

A member of the Bargaining Unit shall be granted a leave of three (3) work days, within seven (7) calendar days following a death in the immediate family. The "immediate family" shall be interpreted to mean parents, step parents, brother, sister, spouse, children, step children, mother-in-law, father-in-law, grandparents or grandchild. If the death of a member of the "immediate family" occurs in another city which is greater than 200 AAA miles from New Orleans, an additional leave of one school day will be allowed with no reduction in pay. If requested, verification of the death shall be provided

16:5.1 In cases where the funeral is not held within five calendar days of the death, two of the three excused days may be used at the time the funeral is held.

16:6 **JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL**

16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receiving notice of his/her jury service, of the required absence and the anticipated period of absence. Within three (3) days after returning from jury service, or on each day he/she may be called to a jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or department head stating the exact period of absence, any compensation paid for jury service, and accompany the report with a "Certificate of Juror's Attendance." Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required absence, less any amounts paid as compensation for the jury

duty period. If dismissed prior to 11:00 a.m. of the school day, paras should report back to school.

- 16:6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee had a personal or financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.

- 16:6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state, or national election shall make such request through his/her principal or supervisor to his/her **Area Superintendent**. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The **Area Superintendent** shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

16:7 **TO BE MARRIED**

- 16:7.1 On one occasion a member of the Bargaining Unit shall be granted two (2) consecutive work days of

leave of absence without loss of pay for the purpose of marriage. This marriage leave must be taken within a week of the marriage.

The employee upon request shall be allowed to charge to his/her current sick and/or emergency leave account up to three (3) additional consecutive days of absence for marriage. These days must be taken immediately adjacent to the two (2) day marriage leave.

- 16:7.2 Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the **Area Superintendent** and, if approved, shall be without pay.

16:8 **TO ATTEND OFFICIAL MEETINGS**

- 16:8.1 Upon the written request of the UNION, the **Superintendent** shall grant a leave with pay to attend the Louisiana AFL-CIO Annual Convention, if such is held during the school year. Such leave shall be granted to no more than five (5) UNION representatives for a maximum of five (5) days each provided a ten (10) day advance written notice is received. The employees released are required to attend said convention.

- 16:8.2 Upon the written request of the UNION, the **Superintendent** shall grant a leave with pay to attend the Louisiana AFL-CIO Annual Conference, if such is held during the school year, such leave shall be granted to no more than three (3) UNION representatives for a maximum of one (1) day each provided a ten (10) day written notice is received. The employees released are required to attend said conference.

- 16:8.3 Upon the written request of the UNION, the **Superintendent** shall grant a leave with pay to attend the American Federation of Teachers QuEST Conference, if such is held during the

school year. Such leave shall be granted to no more than five (5) persons for three (3) days each provided a ten (10) day advance written notice is received. The employees released are required to attend said conference.

- 16:8.4 Upon the written request of the UNION, the **Superintendent** shall grant a total of thirty (30) days of leave with pay, provided a ten (10) day advance written notice is received, for the purpose of attending educational meetings. No one individual shall be granted more than six (6) days annually. The employees released are required to attend said meetings.
- 16:8.5 Upon the written request of the UNION, the **Superintendent** shall grant a leave with pay to attend the American Federation of Teachers Convention if such is held during the school year, such leave shall be granted to the total official delegation of ten (10) members of the UNION for a maximum of five (5) school days each provided a ten (10) day advance written notice is received. The employees released are required to attend said convention.
- 16:8.6 Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities or activities at another school shall make such written request through his principal or Department Head, to the **Area Superintendent**, Assistant Superintendent or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave account.
- 16:8.7 The **Superintendent, Area Superintendents**, and Division Heads may recommend that employ-

ees who are officially excused for meetings and business directly connected with the operations of the School BOARD be reimbursed by the BOARD for expense incurred on such business. Prior approval request is mandatory.

#### 16:9 **UNAUTHORIZED ABSENCES**

- 16:9.1 An employee whose absence has not been specially authorized is in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond three (3) work days shall be immediately reported to the **Area Superintendent** and must be entered on the regular school or department payroll and appropriate deductions for such days' absence must be made from the employee's salary. Records of such unauthorized absences shall be maintained in the Payroll Department on each employee, and may be used to support recommendations for disciplinary action against such employee.

#### 16:10 **ABSENCE/TARDINESS**

- 16:10.1 Each employee in a school building shall, on reporting each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown by the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness by hours and minutes.
- 16:10.2 No employee shall suffer loss or deduction of pay for tardiness unless such tardiness has caused loss

of time from official duties, for a period of one (1) hour or more, during any one (1) school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one (1) day's pay in proportion to the period of tardiness. Reporting for duty assignment is considered among the official duties of paraeducators. Although employees may not have their pay deducted for tardiness in arriving at duty assignments before and/or after the regular working hours, the reasons for such tardiness shall be given to the principal and, if not acceptable, may become the basis for disciplinary action by the BOARD.

- 16:10.3 The employee shall not be subject to disciplinary action until after the tenth (10th) full day of absence or the tenth (10th) occurrence of tardiness/partial attendance. Partial attendance shall be recorded as "tardiness" for this Article only.

**16:10.4 A member of the Bargaining Unit who is tardy because of emergency (defined only for the purpose of this Article as "a sudden or unavoidable occurrence requiring immediate action") may charge the time to the number of days available in his/her sick leave account. Such tardiness will be deducted from his/her sick leave account, utilizing current or accrued sick leave time.**

**Every attempt will be made to notify the principal/Department Head prior to the member's scheduled reporting time.**

- 16:10.5 To assist the employee in the monitoring of his/her attendance, the immediate supervisor will notify the employee when his/her absence has reached the seventh day during the current school year. This notification shall be in writing.

- 16:10.6 To assist the employee in monitoring his/her punctuality, the immediate supervisor will notify the employee when his/her tardiness has reached the seventh occurrence during the current school year. This notification shall be in writing.

**16:11 LEAVES RELATED TO PREGNANCY**

**16:11.1 PRE-DISABILITY MATERNITY LEAVES**

A member of the Bargaining Unit who is disabled due to pregnancy, childbirth or related medical conditions shall be entitled to a sick leave of absence under Section 16:1.6, for the period of such disability. Compensation shall be paid in accordance with sub section 16:1.6 (F).

**16:11.2 PRE-DISABILITY MATERNITY LEAVE**

A member of the Bargaining Unit who desires a leave without pay before the period of her disability due to pregnancy, childbirth or related medical conditions as certified by her attending physician may request a special leave of absence without pay in accordance with Section 16:14.

There shall be no compensation paid to the member on a leave of absence granted under this subsection until she is disabled, as certified by her attending physician.

**16:11.3 POST-DISABILITY MATERNITY LEAVE**

Upon her request, a member of the Bargaining Unit shall be granted a post-disability maternity leave of absence for the purpose of early infant care for an initial term not to exceed two (2) semesters following her disability. This initial term may be extended, upon application, in accordance with sub-section 16:14.6. There shall be no compensation paid to a member on a leave of absence granted under this sub-section.

16:11.4 An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R.S. 17:1186 for the purpose of early childhood rearing.

16:12 **MILITARY LEAVE**

16:12.1 Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Human Resources Department, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.

16:12.2 Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).

16:12.3 Any employee who satisfactorily completes his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HES-3 which is to be approved by the Medical Director.

16:12.4 If any employee is found not qualified to perform the duties of his/her former position by reason of disability sustained during his/her military service, but qualified to perform the duties of any other

position in the school system, the employee shall be restored to such other position, the duties of which he/she is qualified to perform, as will provide the employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in his/her case.

16:12.5 An employee's being on military leave of absence shall not affect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction, enlistment or entering upon active duty, or would have earned had the employee remained in the employ of the BOARD.

16:12.6 Any employee granted military leave of absence is requested to inform the Human Resources Department at least once a year as to his/her duty station and at least thirty (30) days prior to his/her release from service.

16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops or for field exercises, or for instruction during his/her regular work year, shall be granted leave of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has an option in deciding the period of active duty for training should select a period in the summer months.

16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Human Resources Department, with a copy of the employee's official orders showing his/her reporting and release dates.

16:13 **LEAVE (Student Teaching)**

16:13.1 **ELIGIBILITY**

Any member of this unit who has completed four (4) or more consecutive semesters in this school system may apply for a leave of absence to meet the requirements as prescribed by an accredited institution of higher learning in which the member is enrolled.

**16:13.2 PURPOSE**

Application for leave shall be granted to members who apply and present documentation of enrollment in an accredited institution of higher learning and are scheduled for student-teaching for the semester in which they apply for such leave.

**16:13.3 PROCEDURE FOR APPLICATION**

- (a) Application must be submitted on the form "Request for Leave" and sent by registered mail to the Human Resources Department.
- (b) (1) Application for leave beginning in the fall semester must be mailed at least sixty (60) days preceding the semester.  
(2) Applications for leave beginning in the spring semester must be mailed at least thirty (30) days preceding the semester.
- (c) Applicants for leave shall be interviewed by the **Superintendent** or his designee in order to determine how the applicant proposes to use the leave.

**16:13.4** The BOARD is obligated only to reassign a returning employee who is granted a student teaching leave to a position within his/her field and where possible to the former position.

**16:13.5** Paraeducators granted a leave under provisions of 16:13 shall be allowed to convert the accrued sick leave days in their account to emergency leave days for the purpose of student teaching.

**16:13.8 Any member of the Bargaining Unit who accepts a position as a teacher in the New Orleans Public Schools shall be placed on a leave of absence from their paraeducator's position for a period of up to three (3) years. If the unit member returns to a paraeducator position within that time, it shall be without loss of seniority.**

**16:14 SPECIAL LEAVES WITHOUT PAY**

**16:14.1** Requests to be absent for reasons other than sickness or disability, Military Leave, or Student Teaching Leave may be considered on an individual basis.

**16:14.2** Such requests shall be submitted in writing to the Human Resources Department, with a copy to the **Area Superintendent**, principal, department and division head at least thirty (30) days prior to the date such leave is to begin.

**16:14.3** The Human Resources Department or designee, after consultation with the **Area Superintendent** and principal, may interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the **Superintendent**.

**16:14.4** If approved by the **Superintendent**, the request shall be brought before the BOARD for appropriate action.

**16:14.5** Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements or unless otherwise provided for in the AGREEMENT: (a) the employee's request is for the express purpose of participating in a specialized educational or training program which, if successfully completed, would

improve the efficiency of that employee in his/her normal duty assignment. (b) The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.

16:14.6 Eligible employees who are considered will not be recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the **Superintendent** and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect the operation of the school or department.

16:14.7 The BOARD is obligated only to reassign a returning employee who is granted such a leave of absence to a position within his/her field.

**16:14.8 All members of the Bargaining Unit are entitled to a leave of absence under the provisions of the Federal Family Medical Leave Act (FMLA).**

16:15 **ASSAULT PAY**

Any employee who is injured and disabled while acting in his official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled as a result of such assault and battery. However, such employee shall be required to present a certificate from a physician certifying such injury and disability and comply with all other provisions of La. Revised Statute 17:1201 or 17:1206.1 whichever is applicable.

**ARTICLE 17  
EVALUATION**

17:1 Members of the unit who believe that they have been evaluated unfairly or improperly as outlined in the Human Resources Evaluation Plan of the New Orleans Public Schools, or who are dissatisfied with their evaluation shall have the right to the appeals process as contained in the Human Resources Evaluation Plan.

17:2 "Unsatisfactory" ratings may not be appealed to the **Superintendent/designee**.

If the member of the unit is not satisfied with the decision of the **Area Superintendent**, he/she shall have the right to appeal the decision to the **Superintendent** or his designee within ten (10) school days. The **Superintendent/designee** shall meet with the member and his/her representative and render a decision on the appeal with fifteen (15) school days after receipt of the appeal. This article shall not be subject to the arbitration clause of the grievance procedure.

**ARTICLE 18  
ABSENCE OF TEACHER**

18:1 Paraeducator employees shall not assume sole responsibility for classroom management or instruction.

18:2 Paraeducator employees shall not be required to serve in the place of an absent teacher.

18:3 In an emergency situation, a paraeducator may be required to assume leadership of a classroom during a temporary absence of the teacher providing a certified teacher or administrator has been specifically designated responsibility for the class.



- 18:4 Except in the case of emergency, paraeducators shall not be assigned tasks unrelated to their assignments.
- 18:5 Paraeducators may be requested to substitute for an absent teacher, Special Education Paraeducators may be assigned to substitute for their absent teacher. If so assigned, a paraeducator shall be paid eight (\$8.00) dollars for each period of such substitution.
- 18:5.1 **Except when their assigned student(s) is/are absent, paraeducators who are assigned to work with students that require direct supervision at all times, as stated in the student's IEP, shall not be required to substitute for any class.**
- 18:6 Special Education paraeducators assigned to students at the secondary level, who are engaged in Community Based Instruction as their core program, may be assigned to accompany, without a teacher, a maximum of three students at a time who can be reasonably supervised by one adult to community/vocational training sites. Paraeducators will receive training prior to engaging in this type of student supervision.

#### **ARTICLE 19 WORKING CONDITIONS**

##### **19:1 WORK DAY**

- 19:1.1 Upon arrival, each paraeducator shall personally record arrival at the school as shown by school time.
- 19:1.2 a. Paraeducators assigned to elementary schools shall not be on duty for longer than six (6) hours and twenty (20) minutes daily.

- b. **Beginning with the first (1st) day of student attendance and continuing for seventy-two (72) work days, paraeducators assigned to elementary schools shall not be on duty for longer than six (6) hours and thirty-five (35) minutes daily. After the seventy-second (72nd) day of student attendance, paraeducators shall not be on duty for longer than six (6) hours and twenty (20) minutes daily.**

- c. Paraeducators assigned to secondary schools shall not be on duty for longer than six (6) hours and forty five (45) minutes daily. Paraeducators assigned to secondary schools shall not be assigned to homeroom or homeroom duty. Such time shall be utilized by the paraeducator as break time.

- d. **Beginning with the first (1st) day of student attendance and continuing for seventy-two (72) work days, paraeducators assigned to secondary schools shall not be on duty for longer than seven (7) hours daily. After the seventy-second (72nd) day of student attendance, paraeducators shall not be on duty for longer than six (6) hours and forty-five (45) minutes daily.**

- e. **Paraeducators shall be released two (2) hours early each month on the day designated for the teacher professional development workshop and the early release day for students.**

- 19:1.3 Not more than thirty-three percent (33%) of the paraeducator staff may be assigned supervisory duty effective ten (10) minutes before the start of the students' school day in an elementary or secondary school and for ten (10) minutes after the close of the school day.

- 19:1.4 Assignment of paraeducators to supervisory duty as well as the type of duty post shall be rotated on a fair and equitable basis.

Special education paraeducators working with students who need direct supervision at all times, as stated in their IEP's shall not be assigned to general lunch supervision in order that they remain with their students. Additional lunch duty shall not be required.

- 19:1.5 In elementary schools with fifteen (15) or fewer staff members, one paraeducator may be assigned to duty in addition to the numbers authorized in 19:1.3 provided the principal establishes a need for additional supervisory personnel.

- 19:2 Determination of general supervision duties necessary shall be made by the principal after consultation with the UNION Building Committee.

- 19:2.1 Paraeducators must attend faculty meetings.

19:3 **PUBLIC ADDRESS SYSTEM**

The Public Address System shall be used for announcements only during two regularly scheduled periods each day. School-wide paging, except in emergencies, shall be prohibited. Public address system shall not be used for evaluation or monitoring of paraeducators.

19:4 **TELEPHONE FACILITIES FOR PARAEDUCATORS**

- 19:4.1 School phones shall be installed in faculty lounges in order that faculty members may conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, local, and providing the telephone call does not interfere with school business.

- 19:4.2 Emergency phone messages shall be relayed to paraeducators immediately.

- 19:4.3 **Bargaining Unit members shall be allowed to have in their possession cellular phones. Cellular phones should not be used during instructional time, except in case of an emergency. Otherwise, phones shall remain in the off mode.**

19:5 **LUNCH PERIOD**

Each paraeducator shall receive not less than a thirty (30) minute duty-free lunch period daily.

- 19:5.1 Paraeducators shall receive one (1) fifteen (15) minute break per day to be mutually agreed upon by the principal, paraeducator and teacher.

19:6 **LEAVING SCHOOL SITE**

- 19:6.1 During a scheduled planning period, paraeducators may leave a school site only with the permission of the principal. Such permission shall not be unreasonably withheld.

- 19:6.2 During their duty-free lunch period, paraeducators may leave a school site after notifying the principal except in event of emergency.

- 19:6.3 During the planning period paraeducators may leave a school site for job-related purposes with permission from the principal. Occasionally, the paraeducator may request permission of the principal to leave the school site for personal business. Such permission shall not be unreasonably withheld. Paraeducators are required to sign out stating the reason for leaving the school site.

- 19:6.4 Paraeducators shall return in time to meet their assigned responsibilities.

19:6.5 During the scheduled planning period, paraeducators of Special Education students may be required to supervise their students during their attendance to regular educational classes.

19:7 **PARKING**

19:7.1 Should sufficient free parking not exist at their work location, the BOARD shall provide members of the Bargaining Unit with contracted parking.

19:8 **IN-SERVICE TRAINING**

19:8.1 Aides newly assigned to Special Education Classes shall be provided training in their duties when necessary. The training shall be held during work time.

**19:8.2 Paraeducators who are transferred to a new program shall be provided training in their duties. The training shall be held during work time.**

19:9 **SCHOOL COMMITTEES**

19:9.1 Paraeducators may volunteer to serve on any school committee. Paraeducators who serve on school committees which meet during the school day shall be excused to attend those meetings.

19:10 **AFTER SCHOOL ACTIVITIES**

19:10.1 The UNION and the BOARD agree that adequate general supervision of students is necessary at school plays, school fairs, athletic contests, proms, school dances and school talent shows.

19:10.2 The number necessary to properly supervise such functions shall be determined by the principal of each school. Compensation for such supervisory duty shall be paid at the rate of seven (\$7.00) dollars per hour.

19:10.3 Each principal shall request volunteers to perform supervisory duty at the function so designated. Paraeducators may volunteer for such duty. The assignment to such duty shall be made from the volunteer pool on an equitable rotating basis. Paraeducators may be assigned to the supervisory duties of this paragraph on an equitable rotating basis if sufficient volunteers are not available.

19:11 The BOARD shall conform to the requirements of P L 94-142 and La. Act 754, within economic limitations of the BOARD.

19:12 In the event that emergencies cause the closing of individual schools and/or the entire school system and make-up days are required, the BOARD shall consult the UNION on the scheduling of the make up days(s).

**19:13 EMPLOYEE ASSISTANCE PROGRAM**

**19:13.1 The BOARD shall establish and maintain an Employee Assistance Program.**

**19:14 EMPLOYEE NUMBER**

**The BOARD agrees that the Employees Number shall be the uniform way in which employees shall be identified. The employee Social Security Number shall be removed from sign-in sheets, reports, employee payroll checks and other BOARD reports and forms which are available for public viewing excluding reports mandated by state and federal agencies.**

**ARTICLE 20  
INVOLUNTARY TRANSFER**

20:1 The Human Resources Department shall endeavor to complete the surplusing of paraeducators by

the end of the 3rd week of student attendance. Final adjustments shall be completed as soon as possible after the submission of the Annual School Report to the State Department of Education. Involuntary transfers shall be made as necessary for reasons of economy when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program. In applying the voluntary transfer provisions in Article 9, each member of the unit involuntarily transferred because of decreased enrollment shall have priority over voluntary applicants should a similar vacancy occur at his/her former school within one (1) year of the involuntary transfer. It shall be the responsibility of the transferred paraeducator to notify Human Resources Department of his/her interest in returning.

20:1.1 From time to time, when the best interest of the school system will be served, paraeducators may be transferred to other schools, but only for just cause. In such cases, the following procedure will be followed:

- (1) A principal's recommendation for an involuntary transfer shall be made in writing explaining fully the reasons for the recommendation; a copy shall be provided to the paraeducator. No recommendation may be made until the principal has met with the paraeducator involved. Upon request, the paraeducator may be represented by the UNION at the meeting.
- (2) If a paraeducator has been recommended for transfer from a school without just cause, the paraeducator may institute grievance proceedings at Step 2 of the Grievance Procedure only after the informal conference.

20:1.2 Any paraeducator affected by 20:1 shall be provided a list of known vacancies and be considered

with paraeducators seeking voluntary transfers, by principals of schools in which vacancies exist, until July 1 of each year. The refusal for accepting the paraeducator shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the paraeducator. Effective July 2, a paraeducator to be involuntarily transferred and not selected for placement on a staff shall be assigned to an existing vacancy for which he/she is qualified. All paraeducators surplus and without assignment on the 7th calendar day prior to the start of school shall have the right to be required to displace the least senior paraeducator in corresponding order, in accordance with qualifications. Thereafter, following displacement procedures as per above, the paraeducator shall be subject to lay-off in accordance with provisions of section(s) 20:2 - 20:5.4 hereinafter.

## 20:2 **REDUCTION IN FORCE**

20:2.1 In keeping with appropriate law, the BOARD may effect the lay-off of paraeducators in the event of economic hardship, substantial reduction in pupil enrollment or considerations related to alteration of the curriculum and have conformed with the other applicable provisions of this article.

20:2.2 In the event the determination is made by the BOARD that a lay-off is necessary, consistent with 20:2.1 above, paraeducators to be laid off shall be identified and informed of their impending lay-off not less than 45 school days prior to the effective date of lay-off, if school is in session, or if not, then 45 calendar days.

20:3 Lay-offs shall be carried out only after normal attrition of paraeducators occurs.

20:4 Within job classifications, paraeducators shall be laid off in inverse order of seniority.

- 20:5 Paraeducators who are subjected to lay-off shall be placed on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.
- 20:5.1 When a vacancy occurs, it shall be filled by the person with the greatest seniority within job classification on the recall list, who is qualified for the vacant position. Persons who are on layoff as of 6/30/87 shall retain the right to be cross assigned within the Custodial/Tutorial category when recalled.
- 20:5.2 No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not qualified.
- 20:5.3 During the period of eligibility of recall the paraeducator may, if he/she elects to do so, continue his/her insurance coverage set forth in Article 21 upon pre-payment of premiums by the paraeducator in a manner set forth by the Accounting Department.
- 20:5.4 If a regular paraeducator is laid off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective date of lay-off.

#### **ARTICLE 21 HOSPITALIZATION**

- 21:1 The BOARD shall continue to provide an opportunity for employees and their families to enroll in a Group Hospitalization Program. The existing benefits in the current BOARD's Group Hospitalization Program shall not be reduced during the life of this AGREEMENT except by mutual AGREEMENT between BOARD and UNION negotiations. The BOARD shall pay eighty percent

(80%) of the premium for employee coverage in the BOARD's Group Hospitalization Program.

- 21:1.1 The BOARD shall establish a twelve (12) member insurance committee to monitor claims administration, receive reports of the consultants for the group hospitalization programs, act on employees' complaints and recommend changes in benefit coverage. UTNO shall appoint one (1) paraeducator member to this committee which shall meet monthly.
- 21:2 The BOARD agrees to pay fifty percent (50%) of the existing Group Hospitalization Insurance Premiums for family/dependents coverage contingent upon receipt of monies allocated by the State for this purpose.
- 21:3 The premiums (BOARD, state, employee contributions) for the Group Hospitalization Program shall be maintained in a separate fund. They shall be invested in a prudent manner with monies earned accruing to the fund.
- 21:4 The BOARD and UTNO agree to negotiate any increase to medical/hospitalization premiums incurred during the life of the contract.
- 21:5 Employees of UTNO, OPSFCU and the UTNO Health & Welfare Fund shall be eligible to participate in the BOARD's Group Hospitalization Program. The UNION shall pay the total premiums for these employees.
- 21:6 Only agents of insurance companies authorized under the school district's cafeteria plan shall be allowed to enroll employees, distribute printed insurance material and/or meet employees on school grounds after the school day has ended. Such contact will be limited to the open enrollment period. UTNO shall be allowed to endorse two (2) programs to be included in the cafeteria plan.

**ARTICLE 22  
LIFE INSURANCE**

- 22:1 The BOARD shall provide a \$20,000 Life Insurance Policy for members of the unit. This life insurance may be provided all or in part by the UTNO Health and Welfare Trust Fund. The BOARD shall contribute to the fund sufficient monies to provide this benefit over and above the contribution in 28:1.
- 22:2 When a Bargaining Unit member expires while employed by the BOARD, or retires from employment with the BOARD, the Bargaining Unit member's spouse may continue in the BOARD's Optional Life Insurance. The spouse must pay the full cost of the group rate premium charge. This new feature will be available effective September 1, 1998.

**ARTICLE 23  
CENTER FOR PROFESSIONAL GROWTH  
AND DEVELOPMENT**

- 23:1 The Center for Professional Growth and Development shall be administered by the UTNO Health and Welfare Fund Board of Trustees. The Board of Trustees shall govern, administer, operate, monitor and supervise the planning, development, implementation and evaluation of all Center for Professional Growth and Development functions, activities and programs.

**ARTICLE 24  
MILEAGE**

- 24:1 Those employees who are required, in the course of their regular assigned duties, to move from one work location to another, or travel on official BOARD business, shall be reimbursed for mileage at the rate outlined by Internal Revenue Services

Regulations for the current period, (current, (\$0.31%). Request for reimbursement must be accompanied by the proper documentation, as outlined in the District's local travel policy.

**ARTICLE 25  
ANNUITY FUNDS**

- 25:1 Each paraeducator shall be eligible to participate through payroll deduction in a tax sheltered annuity plan selected by UTNO provided the company that is underwriting the program has met the requirements of BOARD Regulation 3451.2-R.

**ARTICLE 26  
MEDICAL EXAMINATION**

- 26:1 The reasonable and customary cost of any medical examination required by the BOARD as a condition of continued employment or return from leave shall be paid for by the BOARD.
- 26:2 Bargaining Unit members who work with Special Education students shall be offered Hepatitis shots, as required by O.S.H.A. guidelines and shall be paid for by the BOARD.

**ARTICLE 27  
PROMOTION TO TEACHER**

- 27:1 When a currently employed paraeducator applicant and an out of system paraeducator applicant are equal on their numerical score of points on the teacher employment scale, the BOARD shall hire the currently employed paraeducator applicant.
- 27:2 The BOARD shall provide credit for prior teaching experience in the classroom by former Orleans Parish School BOARD paraeducators who have been hired as fully certified teachers for the purpose of determining their placement of the teach-

ers' salary schedule. A ratio of one year's experience on the salary schedule for each two (2) full years of employment as a paraeducator shall be given.

#### **ARTICLE 28 HEALTH AND WELFARE FUND**

28:1 The Orleans Parish School BOARD and UTNO agree to establish and jointly administer a fund for employee health and welfare benefits, through a Trust pursuant to the authority contained in La. 17:1224 qualifying as a voluntary employees beneficiary association under I.R.C. Section 501 (c)(9), which said Trust shall be designated as the UTNO Health and Welfare Trust Fund. Effective July 1, **2003**, the BOARD shall contribute **seven hundred seventy-eight (\$778)** dollars to the fund **for each employee covered** by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. **Effective July 1, 2004**, the BOARD shall contribute **seven hundred, ninety (\$790)** dollars to the Fund **for each employee covered by this AGREEMENT**, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. **Effective July 1, 2005**, the BOARD shall contribute **eight hundred (\$800)** dollars to the Fund annually during the life of this AGREEMENT for each employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year.

28:2 UTNO trustees shall be excused with pay to attend meetings of the Trust scheduled during the school day.

28:3 UNION trustees and Health and Welfare Fund staff shall be excused with pay to attend educational meetings scheduled during the school session.

28:4 BOARD payments to the Fund shall be made on a monthly basis. Payments shall be forwarded on or before the 15th day of each month.

28:5 The BOARD shall provide the UTNO Health and Welfare Fund the information it provides the UNION as identified in provisions 2:9.2 and 2:9.3 of this Agreement. This information shall be provided in the same format and manner that the information is provided to the UNION.

28:6 On or before the fifth work day of each month, the BOARD shall provide the UTNO Health and Welfare Fund with Bargaining Unit membership data in a comma delimited ASCII file consisting of the data elements identified in Addendum I named the UTNO Bargaining Unit Member and Eligibility Data Requirement Table. The BOARD shall provide a secure directory on a FTP site for this purpose from which only authorized agents of the UTNO Health and Welfare Fund can access and download the ASCII file.

28:7 Each week for the prior week, the BOARD shall provide the UTNO Health and Welfare Fund via a PTP site with Bargaining Unit member data for those members who have terminated their employment and also data for newly hired members. This data will be provided in a comma delimited ASCII file consisting of the data elements identified in the UTNO Bargaining Unit Member Eligibility Table. Upon mutual consent of the BOARD and the UTNO Health and Welfare Fund, the elements provided in the UTNO Bargaining Unit Member and Eligibility Table can be modified to meet the Fund's data requirements.

- 28:8 The BOARD shall give notice to the UTNO Health and Welfare Fund of its intention to seek requests for proposals (RFP) for the BOARD's Group Hospitalization Program or the BOARD's Flexible Benefit Program, at least thirty (30) days prior to the publication of such RFP. Further, the BOARD shall solicit input from and coordinate with the UTNO Health and Welfare Fund as to the inclusion in such RFP of any provision that the Fund views as necessary and essential for the orderly operation of the Health and Welfare Fund.

#### **ARTICLE 29 SUMMER SCHOOL**

- 29:1 All paraeducators interested in working in summer school shall make application as directed with proper notice.
- 29:2 The paraeducators who comprise the core staff in any individual summer school shall be notified one week prior to the start of summer school. All other paraeducators shall be notified as early as possible subject to the limitations of final enrollment figures of their selection for the summer session work assignment.
- 29:3 Twenty percent (20%) of each individual summer school staff shall not teach in any summer school the following year. To select the twenty percent (20%), attrition will first be followed. Thereafter, to achieve the twenty percent (20%), those separated will be selected in descending order from those with the greatest amount of continuous past service in summer school. A roster of persons selected to work in summer school shall be posted one (1) week prior to the start of summer school at each summer school work site, at 3510 General DeGaulle, 4300 Almonaster, The Center for Professional Growth and Development, 4600

Paris Avenue, McDonogh 16 and the UNION. The roster shall include the number of continuous summer school years worked next to each name beginning with the 1987-88 school year.

#### **ARTICLE 30 PERSONAL PROPERTY LOSS**

- 30:1 The BOARD shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile batteries) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and other automobile damage which has not made the automobile inoperable. The limitation for any claim incident under this provision shall be \$500 of the uninsured loss. Further, to be eligible under this provision, the employee must exercise reasonable care.

#### **ARTICLE 31 SALARY SCHEDULE**

- 31:1 The salary schedules for members of the Bargaining Unit are reproduced in Appendix A of this AGREEMENT.

Any salary increases resulting from **any local millage election during the life of the Contract**, as well as any salary increases provided by the State, shall be over and above the salaries printed in Appendix A of this AGREEMENT.

Effective July 1, **2003** the salary of paraeducators in the Bargaining Unit set forth on the current paraeducators salary schedule shall be increased by **one thousand (\$1000.00) dollars**.



**Effective July 1, 2005, the salary of paraeducators in the Bargaining Unit set forth in Appendix A of this AGREEMENT shall be increased by five hundred (\$500.00) dollars.**

- 31:1.1 The Teacher Advancement Ladder as recognized in the Teacher AGREEMENT may incorporate and include monetary and non-monetary incentives for Paraeducators.
- 31:2 The BOARD will increase the salaries of members of the unit by an amount equal to any state increase granted on a pro rata basis for the support staff.

### **ARTICLE 32 SCHOOL CALENDAR**

#### **32:1 HOLIDAYS**

##### **32:1.1 2003-2004 HOLIDAYS**

Independence Day	July 4, 2003
Labor Day	Sept. 1, 2003
Convention Days	Nov. 24, 25, 26, 2003
Thanksgiving	Nov. 27-28, 2003
Christmas Vacation	Dec. 22, 2003- Jan. 2, 2004
Martin L. King	Jan. 19, 2004
Mardi Gras	Feb. 23, 24, 25, 2004
Spring Break	April 8, 9, 12, 2004

##### **32:1.2 2004-2005 HOLIDAYS**

Independence Day	July 4, 2004
Labor Day	Sept. 6, 2004
Convention Days	Nov. 22, 23, 24, 2004
Thanksgiving	Nov. 25, 26, 2004
Christmas Vacation	Dec. 20-31, 2004
Martin L. King	Jan. 17, 2005
Mardi Gras	Feb. 7, 8, 9, 2005
Spring Break	Mar. 24, 25, 28, 2005

#### **32:1.3 2005-2006 HOLIDAYS**

Independence Day	July 4, 2005
Labor Day	Sep. 5, 2005
Convention Days	Nov. 21, 22, 23, 2005
Thanksgiving	Nov. 24, 25, 2005
Christmas Vacation	Dec. 19-30 2005
Martin L. King	Jan. 16, 2006
Mardi Gras	Feb. 27, 28, Mar. 1, 5, 2006
Spring Break	April 13, 14, 17, 2006

#### **32:1.4 SPRING BREAK**

32:1.5 Holy Thursday and Easter Monday shall be non-paid vacation days for members of the Bargaining Unit who are not entitled to annual vacation leave. To make up for this time, two (2) days shall be added to the end of the school year.

32:1.6 Holy Thursday and Easter Monday shall be regular work days for members of the Bargaining Unit who are entitled to annual vacation leave. Employees who wish to be absent on Good Friday and Easter Monday can utilize available leave time in keeping with BOARD policy.

32:2 All Paraeducators are to follow the Orleans Parish School BOARD's adopted calendar. Chapter I Paraeducators are responsible for reporting to work on days when their private/parochial schools are closed and Orleans Parish Schools are open.

### **ARTICLE 33 UTNO ENDORSED PROGRAMS**

33:1 The BOARD shall grant payroll deduction privileges to a maximum of two (2) insurance programs endorsed by UTNO's governing boards and subject to applicable fees only after completion of the procedures outlined in the BOARD's Payroll

Deduction Policy and Regulations, including satisfaction of the procedures outlined in Procedures for Establishment and Continuance of Various Type of Voluntary Deductions (Regulation 3451.2-R, Section 3) with the only exception being a participation requirement of a minimum of fifty (50) participating members.

- 33:2 Upon completion of requirements contained in Article 33:1 representatives of UTNO endorsed insurance program(s) approved under Article 33:1 shall receive an Approval to Solicit Letter and may request of the building administrator that they be placed on the agenda of the next scheduled faculty meeting. Such approval shall not be unreasonably withheld. Such presentation shall occur only after the conclusion of the Principal's agenda and shall be limited to one (1) agenda presentation during each semester of the school year.

33:3 **ANNUITY FUNDS**

- 33:3.1 Each paraeducator shall be eligible to participate through payroll deduction in a tax sheltered annuity plan selected by the UNION, provided the company that is underwriting the program has met the requirements of BOARD Regulation 3451.2-R.
- 33:4 UTNO shall indemnify, defend and save claims, demands, suits, or other forms of liability that shall rise out of or by reason of any actions taken by the BOARD in compliance with the provisions of Articles 33:1, 33:2 and 33:3.

**ARTICLE 34  
FLEXIBLE BENEFIT PROGRAM**

- 34:1 The BOARD shall maintain a cafeteria or flexible benefit plan under SECTION 125(d) of the Internal Revenue Code 1986 as amended. The PLAN shall provide members of the Bargaining Unit the

option to reduce their salary through payroll deductions in order to obtain coverage for any benefit program that is being provided by the UTNO Health and Welfare Fund. The PLAN shall qualify as a "Cafeteria Plan" within the meaning of SECTION 125(d) of the Internal Revenue Code 1986, as amended, and that the non-taxable benefits which an employee elects under the PLAN shall be eligible for the exclusion of the employee's income under SECTION 125(d) of the Internal Revenue Code of 1986, as amended.

The payroll deduction authorized by the members of the Bargaining Unit for such qualified coverage will be transmitted by the School BOARD to the appropriate party(ies) of selected benefits.

**ARTICLE 35  
DRESS CODE**

- 35:1 General Statement on Employee Dress Paraeducators serve as role models to students and the community. It has been established that people respond more positively toward well-dressed professionals. We believe, therefore, that paraeducators should always groom themselves in a professional manner. Style of dress may vary according to situations, but should always present a professional image of neatness and cleanliness.

**ARTICLE 36  
FORM VERIFICATION**

- 36:1 When management is required to complete properly filed forms and reports which have been timely submitted by members of the Bargaining Unit, management shall complete and return same to Bargaining Unit members and/or appropriate agencies in a timely and reasonable period of time.

**ARTICLE 37  
DURATION OF AGREEMENT**

37:1 This AGREEMENT shall be effective as of July 1, **2003** and shall be continued in full force and be effective until June 30, **2006**.

This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of July, **2003**.

FOR ORLEANS PARISH  
SCHOOL BOARD

FOR THE  
UNITED TEACHERS OF  
NEW ORLEANS,  
(AFT, AFL-CIO)

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
Executive Vice-President

**NEGOTIATING TEAM**

Roslyn J. Smith,  
Chief Negotiator  
Mike Boudreaux  
Rosalynne Dennis  
Judy Haines  
John Hiser  
Victor Gordon  
Antoinette Guillory  
Shan Williams, Sr.

**NEGOTIATING TEAM**

Dr. Brenda L. Mitchell,  
Wilson Boveland  
Lead Negotiators  
Juanita Bailey  
Leo Laventhal  
Valerie Prier  
Mike Stone  
Jane White

**APPENDIX A  
NEW ORLEANS PUBLIC SCHOOLS  
PARAEDUCATOR SALARY SCHEDULES  
WITHOUT HIGH SCHOOL DIPLOMA  
Effective July 1, 2003**

STEP	SALARY
1+	12,700

**WITHOUT HIGH SCHOOL DIPLOMA  
Effective July 1, 2005**

STEP	SALARY
1+	13,200

---

**WITH HIGH SCHOOL DIPLOMA  
Effective July 1, 2003**

STEP	SALARY
1	12,960
2	13,740
3	14,220
4	14,360
5	14,400
6	14,460
7	14,820
8	15,160
9+	15,480

---

**WITH HIGH SCHOOL DIPLOMA  
Effective July 1, 2005**

STEP	SALARY
1	13,460
2	14,240
3	14,720
4	14,560
5	14,900
6	14,960
7	15,320
8	15,560
9+	15,980

**ASSOCIATE TEACHER, INTERPRETER  
Effective July 1, 2003**

STEP	SALARY
1	14,540
2	15,300
3	18,260
4+	18,600

**ASSOCIATE TEACHER, INTERPRETER  
Effective July 1, 2005**

STEP	SALARY
1	15,040
2	15,800
3	18,760
4+	19,100

**APPENDIX B  
NEW ORLEANS PUBLIC SCHOOLS  
DISCIPLINE REFERRAL FORM**

\_\_\_\_\_ SCHOOL

Name of Student \_\_\_\_\_  
(Last) (First) Middle)

Date \_\_\_\_\_ Time \_\_\_\_\_

Nature of the offense \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location where offense occurred \_\_\_\_\_  
\_\_\_\_\_

Name(s) of witness(es), if any  
\_\_\_\_\_  
\_\_\_\_\_

Prior corrective action taken by teacher, if any \_\_\_\_\_  
\_\_\_\_\_

Teacher's recommendation, if any \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

Administrative Action Taken \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Designee

Distribution of Form:  
White copy - Principal (for completion and return to teacher)  
Pink copy - Principal (principal's file copy)  
Blue copy - Teacher (teacher's file copy)

**APPENDIX C  
UNSAFE CONDITIONS**

Date \_\_\_\_\_

Dear \_\_\_\_\_:

The following unsafe conditions exist at \_\_\_\_\_:  
(school/site)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Administrative Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distribution of Form:

White copy: Principal/Supervisor (for completion and return to employee)  
Pink copy: Principal/Supervisor (principal's/supervisor's file copy)  
Blue copy: Employee (employee's file copy)

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